

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TX ENERGY SERVICES, LLC		02/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	213 COURT STREET, SUITE 703		
Internal Address:	CORPORATE TRUST SERVICES		
City:	MIDDLETOWN		
State/Country:	CONNECTICUT		
Postal Code:	06457		
Entity Type:	NATIONAL BANKING ASSOCIATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77248746	TEXAS TE ENERGY	
Serial Number:	77248310	TEXAS SIZE SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	STEPHEN F. KAMPMEIER		
Address Line 1:	JONES DAY		
Address Line 2:	222 East 41 Street		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	175274-635028		
NAME OF SUBMITTER:	STEPHEN F. KAMPMEIER		

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TRADEMARK
REEL: 003720 FRAME: 0381

Signature:

/STEPHEN F. KAMPMEIER/

Date:

02/15/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 12, 2008 (this "Agreement"), between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as the Notes Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "Notes Collateral Agent"), and TX ENERGY SERVICES, LLC, as successor by merger to Texas Energy Services, L.P. (the "Grantor").

W I T N E S S E T H:

WHEREAS, Forbes Energy Services LLC, a Delaware limited liability company (the "Company"), the Subsidiary Grantors (as defined therein) and the Notes Collateral Agent have entered into the Indenture, dated as of February 12, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture");

WHEREAS, in connection with the Indenture, the Company and the Subsidiary Grantors (including the Grantor) have entered into the Security Agreement, dated as of February 12, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Notes Collateral Agent for the benefit of the Trustee and the Holders (as defined therein);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Notes Collateral Agent for the benefit of the Trustee and the Holders, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Trademarks; and

WHEREAS, the Notes Collateral Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Notes Collateral Agent in the Grantor's Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Security Agreement shall be applicable hereto.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Trustee and the Holders, a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

all trademarks, trade names and service marks registered with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which the Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);

- (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all trademarks, trade names, Domain Names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all trademarks, trade names, Domain Names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Indenture;
- (viii) all unregistered or common law rights in all corporate names, business names, trade styles, logos, other source or business identifiers owned by the Grantor;
- (ix) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (x) all rights to sue for past, present or future infringements of any of the foregoing;
- (xi) all good will related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as defined in the UCC) of the Grantor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

SECTION 3. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Notes Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 5. JURY TRIAL WAIVER. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER FINANCING DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT THAT IS EXPECTED TO BE ENTERED INTO BETWEEN THE NOTES COLLATERAL AGENT AND THE COLLATERAL AGENT AND ACKNOWLEDGED BY FORBES ENERGY SERVICES LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "COMPANY"), AND EACH OF THE OTHER GRANTORS (DEFINED THEREIN) THAT ACKNOWLEDGE SUCH AGREEMENT FROM TIME TO TIME (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"). NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

TX ENERGY SERVICES, LLC

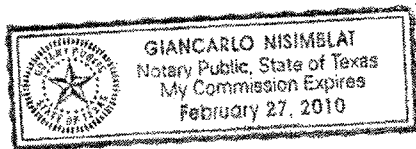
By: 

Name: John E. Crisp

Title: President and Chief Executive Officer

STATE OF TEXAS)
COUNTY OF Summit) ss:

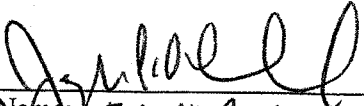
On this 14 day of February, 2008, before me personally appeared John E. Crisp, to me known who, being by me duly sworn, did depose and say that he/she is President and Chief Executive Officer of TX ENERGY SERVICES, LLC, the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by TX ENERGY SERVICES, LLC.



Trademark Security Agreement

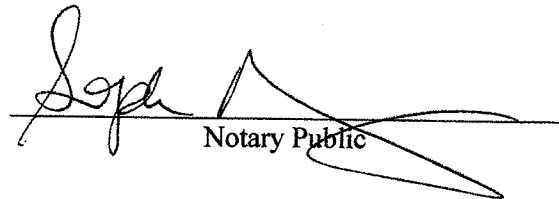
Accepted and acknowledged by:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By: 
Name: JOSEPH P. O'DONNELL
Title: VICE PRESIDENT

On this ____ day of February, 2008, before me personally appeared Joseph P. O'Donnell,
to me known who, being by me duly sworn, did depose and say that he/she is Vice-President of
WELLS FARGO BANK, NATIONAL ASSOCIATION, the institution described herein, and which
executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority
granted by [].

SOPHIA BRYAN
NOTARY PUBLIC, State of New York
No. 01BR6042226
Qualified in Queens County
Certificate Filed in New York
Commission Expires September 11, 2012


Notary Public

Schedule A
to Trademark Security Agreement

Grantor	Trademarks	Country	Application No.	Filing Date
TX Energy Services, LLC	Texas Energy & design	United States	77/248746	August 7, 2007
TX Energy Services, LLC	Texas Size Service	United States	77/248310	August 6, 2007